

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Case Number: CGC-18-563528

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COMPLAINT

VERONICA MCCLUSKEY VS. AIRBNB, INC. ET AL

001C06166485

Instructions:

Please place this sheet on top of the document to be scanned.

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

AIRBNB INC, a Corporation, AIRBNB PAYMENTS INC., a
and Does 1-20

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
VERONICA MCCLUSKEY, an Individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of California
County of San Francisco, 400 McAllister Street, San Francisco, CA 94104

CASE NUMBER:
(Número del Caso):

CGC - 18 - 563528

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Michael Mogan, Law Office of Michael Mogan, P.C., 4470 W. Sunset Blvd, #90256, Los Angeles, CA 90027

(949) 612-1868

DATE:
(Fecha) **JAN 05 2018**

Clerk of the Court Clerk, by
(Secretario)

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NEYL WEBB



NOTICE TO THE PERSON SERVED: You are served

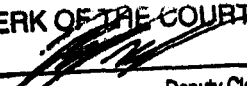
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- | | |
|--|---|
| under: <input type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

4. ☐ by personal delivery on (date):

BY FAX
ONE LEGAL LLC

| | | | |
|--|--|---|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MICHAEL MOGAN (SBN 304107) LAW OFFICE OF MICHAEL MOGAN P.C. 4470 W. SUNSET BLVD, #90256 LOS ANGELES, CA 90027 TELEPHONE NO.: (949) 612-1868 FAX NO.: (949) 630-0477 ATTORNEY FOR (Name): PLAINTIFF VERONICA MCCLUSKEY | | FOR COURT USE ONLY <h1 style="margin: 0;">FILED</h1> San Francisco County Superior Court JAN 05 2018 CLERK OF THE COURT BY:  Deputy Clerk | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 MCALLISTER STREET MAILING ADDRESS: 400 MCALLISTER STREET CITY AND ZIP CODE: SAN FRANCISCO, CA 94104 BRANCH NAME: CIVIC CENTER COURTHOUSE | | CASE NUMBER: CGC-18-563528 JUDGE: DEPT: | |
| CASE NAME: MCCLUSKEY V. AIRBNB, IN, AIRBNB PAYMENTS INC, ET AL | | | |
| CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) | | Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | |

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

| | | |
|---|--|---|
| Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

| | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 4

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 3, 2018
Michael Mogan
 (TYPE OR PRINT NAME)

BY FAX
ONE LEGAL LLC

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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2 LAW OFFICE OF MICHAEL MOGAN P.C.
3 4470 W. SUNSET BLVD., #90256
4 LOS ANGELES, CA 90027
5 Telephone: (949) 612-1868
6 mm@michaelmogan.com
7 Attorney for Plaintiff
8 VERONICA MCCLUSKEY

FILED
San Francisco County Superior Court

JAN 05 2018

CLERK OF THE COURT

BY: 

Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO-UNLIMITED JURISDICTION

VERONICA MCCLUSKEY

Plaintiff,
v.

AIRBNB, INC, a Corporation and
AIRBNB PAYMENTS, INC., and
DOES 1-20
Defendants.

) CASE No. **CQC-18-563528**
) COMPLAINT FOR DAMAGES:
) 1. NEGLIGENCE
) 2. VIOLATIONS OF CONSUMERS
) LEGAL REMEDIES ACT CIVIL
) CODE 1750, ET SEQ.
) 3. INTENTIONAL INFLICTION OF
) EMOTIONAL DISTRESS
) 4. BREACH OF FIDUCIARY DUTY
)
)
)

BY FAX
ONE LEGAL LLC

JURY TRIAL DEMANDED
UNLIMITED JURISDICTION
DAMAGES EXCEED \$25,000

Plaintiff VERONICA MCCLUSKEY (hereinafter referred to as
"Veronica" or "Plaintiff"), an individual hereby submits her
Complaint against Defendants AIRBNB Inc., a Corporation and
AIRBNB Payments Inc., a Corporation, and DOES 1-20 alleges as
follows:

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 **PARTIES**

2 1. Plaintiff, at all relevant times, was an individual
3 residing in Los Angeles county in the State of California and
4 had her own separate Airbnb rental operation in downtown Los
5 Angeles and Nevada.

6 2. Defendant Airbnb, Inc.'s principal place of business
7 is 888 Brannan Street, San Francisco, CA 94103.

8 3. Defendant Airbnb Payments, Inc.'s principal place of
9 business is 888 Brannan Street 4th Floor, San Francisco, CA
10 94103.

11 4. Plaintiff is unaware of the true names and capacities
12 of those Defendants sued herein as DOES 1-20, inclusive, and
13 therefore sues said Defendants by such fictitious names.
14 Plaintiff will amend this Complaint to allege the true names and
15 capacities of said Defendants, when the same have been
16 ascertained, together with such other charging allegations as
17 may be appropriate.

18 **JURISDICTION AND VENUE**

19 5. Plaintiff is informed and believes, and thereon
20 alleges, that at all relevant times Defendants AIRBNB Inc and
21 AIRBNB Payments Inc. were and are California entities, business
22 form unknown, authorized to conduct business, and conducting
23 business in the State of California, with a principal place of
24 business located in the City of San Francisco, County of San
25 Francisco, in the state of California. Venue is proper in this
26 judicial district pursuant to Cal. Civ. Proc. Code § 395 as at
27 all relevant times Defendants AIRBNB Inc. and AIRBNB Payments

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 Inc's principal place of business is at 888 Brannan Street, San
2 Francisco, CA 94103.

3 **BACKGROUND AND FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

4 6. Defendants Airbnb, Inc. and Airbnb Payments, Inc. are
5 collectively referred to as "Airbnb" hereafter.

6 7. Plaintiff is informed and believes, and thereupon
7 alleges, that each Defendant designated as a DOE is responsible,
8 negligently or in some other actionable manner, for the events
9 and happenings hereafter referred to, and caused injuries and
10 damages proximately thereby to plaintiff, as hereinafter
11 alleged, either through said Defendants' own negligent conduct,
12 or through the conduct of their agents, servants or employees,
13 or in some other manner as yet unknown.

14 8. Plaintiff is informed and believes, and thereupon
15 alleges, that at all times mentioned herein, defendants and each
16 of them, were the agents, servants, employees, independent
17 contractors and/or joint venturers of their co-defendants and
18 were, as such, acting within the scope, course and authority of
19 said agency, employment, contract, and/or joint venture, or
20 acting in the concert, and that each and every defendant, as
21 aforesaid, when acting as a principal, was negligent in the
22 selection, hiring, training, control, and supervision of each
23 and every other defendant as an agent, servant, employee,
24 independent contractor and/or joint venture.

25 9. At some or all relevant herein, each defendant was the
26 agent of each other defendant, each defendant was acting within
27 the court and scope of that agency, each defendant ratified the

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 conduct of the other Defendants with actual and/or constructive
2 knowledge of such conduct, and each defendant was subject to and
3 under the supervision of the other defendant.

4 10. At all relevant periods, Airbnb offers to lease or
5 rent, solicits listings of places for rent, solicits for
6 prospective tenants, negotiates the lease of a real estate
7 property, solicits Airbnb hosts and cohosts to work together and
8 collects rents from real property.

9 11. For all purposes, Airbnb acts as a real estate broker.
10 It is more than just an internet platform where lessor and
11 lessee meet as well as an internet platform where Airbnb hosts
12 and Airbnb cohosts meet.

13 12. In particular, Airbnb suggests, recommends, and
14 advises its lessors on how to effectively lease or rent his/her
15 place by describing various characteristics of the real estate
16 property including but not limited to the number of bedrooms
17 available, the number of bathrooms available, the size of the
18 real estate property available, any features of the real estate
19 property, any amenities onsite, any local attractions or things
20 to do in the area, and how to get around town.

21 13. Airbnb also offers professional photography services
22 to its lessors for the sole purpose of advertising their real
23 estate property on Airbnb's website to promote the lease or
24 rental of the property.

25 14. Airbnb also suggests; recommends, and advises its
26 lessor on leasing or rental price based on their real estate
27 property's geographic location, size, the leasing price of a

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 similar real estate property in the community, and other
2 factors.

3 15. If a lessor does not have enough rental bookings,
4 Airbnb also suggests, recommends, and advises the lessor on how
5 to drive more traffic to his or her web page to promote more
6 rental bookings. Airbnb also suggests, recommends, and advises
7 the lessor to hire an Airbnb cohost to promote more rental
8 bookings.

9 16. Airbnb also enables experienced AIRBNB hosts to work
10 for other AIRBNB hosts as cohosts so the cohosts can take care
11 of guests and logistics so Airbnb hosts don't have to. Airbnb
12 has a web portal to connect potential cohosts with AIRBNB hosts
13 looking to hire a cohost.

14 17. Once a potential lessee requests a booking, Airbnb
15 collects an advance payment or rent from the real property on
16 behalf of its lessor at the time of the booking for the entire
17 duration of the lease, and distributes the payment or rent to
18 its lessor within 24 hours after the lessee's arrival. If an
19 AIRBNB cohost is working for a AIRBNB host, the cohost then
20 receives their payment after the lessor is paid.

21 18. Despite engaging in these enumerated activities,
22 Airbnb does not hold a broker's license in violation of Section
23 10130 of California Business and Professions Code.

24 19. Unlike other pure platform websites such as Craigslist,
25 Airbnb creates a false sense of security to its lessors, cohosts
26 and lessees.

1 20. Airbnb held and continues to hold itself out to the
2 public, Airbnb hosts and Airbnb cohosts as "a trusted community
3 marketplace for people to list, discover, and book unique
4 accommodations around the world."

5 21. Airbnb ranks its lessors and issues "Superhost Badges."
6 This creates an appearance that these lessors endorsed by Airbnb
7 are safer and more reliable options.

8 22. Airbnb also issues a green check mark right next to the
9 word "Verified" to certain lessors. This also creates an
10 appearance that these lessors are verified by Airbnb to be safer
11 and more reliable options.

12 23. Airbnb takes out "Host Protection Insurance" that acts
13 "as primary insurance and provides liability coverage to hosts"
14 or lessors.

15 24. Airbnb also provides "AIRBNB Host Guarantee" which
16 protects lessors against damages to their own possessions or
17 unit of property damage by their lessees in listings. Airbnb
18 also provides free photography services to its lessors to make
19 the listing look professionally managed and maintained.

20 25. Airbnb uses words including but not limited to "trust,"
21 "safety," "home," "trusted community" repeatedly on its website
22 to create a false sense of security.

23 26. Based on information and belief, Airbnb does not
24 perform background checks on its lessors or lessees.

25 27. Based on information and belief, Airbnb also does not
26 disclose to its lessors and lessees that it does not perform
27 background checks on its lessors or lessees.

1 28. At all relevant times, Airbnb held and continues to
2 hold itself out to the public, Airbnb hosts and Airbnb cohosts
3 as "a trusted community marketplace for people to list,
4 discover, and book unique accommodations around the world."
5 Notably, while Plaintiff worked as a cohost for William
6 Hendricks and Roxanne Hendricks at their property located at 312
7 West 5th Street #705, Los Angeles, CA 90013 ("Unit #705"), this
8 natural presumption proved to be incorrect.

9 29. Essentially, Airbnb provides a service to the public
10 for financial remuneration whereby they connect Airbnb hosts and
11 Airbnb cohosts and Airbnb connects lessors of real property or
12 "hosts", i.e., individuals who own or are in possession of
13 single family homes, apartments, etc., with third parties and
14 lessees intending to rent these properties.

15 30. In doing so, Airbnb:

16 a) solicits listings of places for rent;

17 b) creates a platform whereby third parties may view a
18 property by showcasing the property online, thereby

19 soliciting for prospective tenants;

20 c) creates a platform where Airbnb hosts and Airbnb cohosts
21 can solicit opportunities to work together in the real estate
22 market;

23 d) creates a sense, albeit a false one, of trust and safety
24 as between the parties;

25 e) serves as the broker as between the host and third party
26 for the rental of these properties;

27 f) collects the applicable fees for the host; and

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 g) addresses any problems that arise with respect to the
2 rental of the properties.

3 31. Despite engaging in these enumerated activities, Airbnb
4 does not hold a broker's license in compliance with section
5 10130 of California's Business and Professions Code.

6 32. Moreover, and at all relevant times, in establishing an
7 individual as a lessor within the Airbnb system, little to no
8 effort is undertaken by Airbnb by way of a vetting process with
9 respect to these hosts to ensure the safety and welfare of the
10 third parties renting properties through Airbnb or Airbnb
11 cohosts who decide to work for other AIRBNB hosts.

12 33. As a general proposition and at all relevant times in
13 the instant matter, Airbnb:

14 a) fails/failed to engage in any meaningful background
15 checks of the lessors;

16 b) fails/failed to adequately and fully verify personal
17 details of the lessors;

18 c) fails/failed to verify information and details about the
19 property being rented out by the lessors; and

20 34. Airbnb, as operator, manager, and/or entity in full or
21 joint control of the leasing process of the property, owed a
22 duty to Plaintiff to exercise reasonable care under the
23 circumstances to avoid causing personal injury.

24 35. Based upon information and belief, Plaintiff had her
25 own active AIRBNB host profile for over 2 years and obtained the
26 status as "Superhost" enabling Plaintiff to also work as a
27 cohost for other AIRBNB hosts.

1 36. In or around May 2017 William Hendricks (hereafter
2 "William") and Roxanne Hendricks (hereafter "Roxanne") contacted
3 Plaintiff through AIRBNB's web portal and expressed an interest
4 in hiring Plaintiff to work for William and Roxanne as a co-host
5 so that Plaintiff could assist them in managing their short-term
6 rental property located at 312 West 5th Street #705, Los
7 Angeles, CA 90013 (hereafter "unit 705").

8 37. Based upon information and belief, at the time
9 Plaintiff first contacted William through AIRBNB's website
10 portal, Airbnb listed William's name as "Bill Hendricks" with a
11 "Superhost" badge next to his name.

12 38. Based upon information and belief, Airbnb also put a
13 green check mark and the word "Verified" next to "Bill
14 Hendricks" name.

15 39. Based upon information and belief, William Hendricks is
16 actually "Bill Hendricks" on AIRBNB.

17 40. Based upon information and belief, William's profile
18 indicated he had obtained AIRBNB's Superhost Badge.

19 41. At the time of Plaintiff accepting the position as
20 cohost from William and Roxanne, Plaintiff relied on AIRBNB's
21 representations that it is "a trusted community" and that "Bill
22 Hendricks" is a safer and more reliable lessor and host due to
23 his "Superhost" status and the fact that he had a green check
24 mark and the word "Verified" next to his name.

25 42. On or around May 17th 2017 both William and Roxanne
26 hired Plaintiff as a cohost through AIRBNB's co-host program
27

1 so that Plaintiff could work for William and Roxanne as a cohost
2 in managing their property located at 312 West 5th Street #705,
3 Los Angeles, CA 90013 (hereafter "unit #705").

4 43. Payments for William and Roxanne's rentals booked
5 through Airbnb's website by Airbnb guests are made to Airbnb
6 through their secured website for the rental of the property in
7 Unit #705.

8 44. Payments for the work Plaintiff performed for William
9 and Roxanne was made through Airbnb through their secured
10 website for any amounts due Plaintiff for cohosting William and
11 Roxanne's property at unit #705.

12 45. Based upon information and belief, at all times
13 relevant to the claims alleged herein, William and Roxanne owned
14 the condominium unit at 312 West 5th Street #705, Los Angeles,
15 CA 90013 and William and Roxanne rented the unit on Airbnb as a
16 short-term rental.

17 46. At all times relevant to the claims alleged herein,
18 Airbnb knew that Plaintiff had her own rental property listed on
19 Airbnb's website for Plaintiff's apartment in Los Angeles and
20 Nevada.

21 47. As part of Plaintiff's Airbnb co-host duties, William
22 and Roxanne asked Veronica to open letters and packages that
23 were delivered to unit #705 since William and Roxanne spent most
24 of their time outside of Los Angeles and Plaintiff was asked by
25 William and Roxanne if Plaintiff could ship some of the mail
26 received at unit 705 to William and Roxanne's home in Iowa.

1 48. In or around June 2017 William and Roxanne asked
2 Plaintiff to take photos of the windows in unit #705 as well as
3 other photos of the condition of their unit during the course of
4 Plaintiff's employment for William and Roxanne as a co-host.

5 49. Based upon information and belief, William made
6 arrangements with an employee of the property management firm
7 that manages the building located at 312 West 5th Street #705 in
8 Los Angeles, CA to accumulate William and Roxanne's mail
9 and packages that arrived when no one was present in unit #705
10 to accept mail and deliveries.

11 50. On June 6th 2017, Plaintiff travelled to William and
12 Roxanne's condominium unit at 312 West 5th Street #705, Los
13 Angeles, CA 90013 to manage their short term rental property as
14 a cohost and Plaintiff picked up the mail and packages that were
15 being held by an employee of the property management firm that
16 manages the building at 312 West 5th Street in Los Angeles,
17 California. William specifically asked Plaintiff to pick up and
18 open the mail and packages that were waiting for William and
19 Roxanne in their building at 312 West 5th Street in Los Angeles.

20 51. Plaintiff opened a box addressed to William
21 that had arrived in USPS Priority mail packaging and Plaintiff
22 discovered the box, based upon information and Belief, was
23 filled with the drugs OxyContin, Morphine and Molly (See
24 Exhibits 1 and 2) and this shipment arrived on or before June
25 6th, 2017. William admitted the drugs belonged to him and
26 William stated to Plaintiff he enjoys pain pills. (See exhibit
27

1 3-1). The sender of the package was listed as Lanard Design Inc,
2 2011 Auto Center Drive, Oxnard, CA 93036. (See Exhibit 1)

3 52. William asked Plaintiff to meet an individual William
4 described as a friend "Inmer" in unit #705 "one day" so
5 Plaintiff could give this individual William's drugs and
6 Plaintiff refused to meet this individual in the Unit #705 or
7 anywhere. (See exhibit 3-1)

8 53. William also apologized to Plaintiff for William's
9 actions and he stated he would have a friend pick up the USPS
10 Priority Mail package and its contents when Plaintiff was not
11 there. (See Exhibit 3-1).

12 54. Based upon information and belief, the Drug
13 Enforcement Agency labels Molly a Schedule 1 controlled
14 substance as the drug is considered to have a high potential for
15 abuse and no accepted use in medical treatment thus the mere
16 possession of the drug is illegal under Federal and California
17 criminal statutes.

18 55. Based upon information and belief, accidental ingestion
19 of even one dose of OxyContin, especially by children, can
20 result in a fatal overdose.

21 56. Plaintiff stated to Airbnb soon after leaving Unit #705
22 on June 6th, 2017 that Plaintiff wanted to quit her position as
23 Airbnb cohost for William and Roxanne and Airbnb stated they
24 wanted Plaintiff to provide William and Roxanne enough notice.
25 Plaintiff feared that her Airbnb Superhost would be de-activated
26 by Airbnb if she quit immediately.

27
PLAINTIFF'S COMPLAINT FOR DAMAGES

1 57. Plaintiff stated to William and Roxanne soon after
2 leaving Unit #705 on June 6th, 2017 that Plaintiff wanted to
3 quit her position as an Airbnb cohost for William and Roxanne
4 and William and Roxanne stated they needed time to find another
5 cohost to manage #705. As late as June 16th, 2017 William stated
6 to Plaintiff that William wanted Plaintiff to continue to work
7 for William and Roxanne until July 19th 2017 despite what had
8 already transpired on and after June 6th 2017 as alleged herein.

9 58. The picture of the shipment and its contents was sent
10 by Plaintiff to AIRBNB in June 2017 as were text messages
11 William sent Plaintiff on June 6, 2017. (See exhibit 7)

12 59. At no time since on or before June 6th 2017 did AIRBNB
13 or William or Roxanne warn or inform Plaintiff that there would
14 be deliveries of drugs including but not limited to OxyContin,
15 Morphine and Molly or any drugs to their condominium unit #705
16 while Plaintiff was acting as an AIRBNB co-host.

17 60. At no time since on or before June 6th 2017 did
18 AIRBNB, William or Roxanne inform Plaintiff that there would be
19 drugs including but not limited to OxyContin, Morphine and Molly
20 or any drugs present in their condominium unit #705 while
21 Plaintiff was present in the condominium unit #705 acting a co-
22 host.

23 61. At no time since on or before June 6th 2017 did AIRBNB
24 , William or Roxanne inform Plaintiff that she would be opening
25 packages and mail that included deliveries of drugs including
26 but not limited to OxyContin, Morphine and Molly to their
27

1 condominium unit #705 while Plaintiff was present in the
2 condominium unit #705 acting a co-host.

3 62. Once William stated to Plaintiff he had a bad habit
4 and after Plaintiff discovered the USPS package and its contents
5 (attached as Exhibit 1 and 2), Plaintiff became concerned that
6 these shipments of drugs to unit #705 were a recurring event and
7 Plaintiff was concerned she might become a suspect by law
8 enforcement, arrested or possibly harmed by the presence of
9 drugs in unit #705 and Plaintiff notified AIRBNB of her
10 concerns.

11 63. Because William also stated that his friend Inner
12 would come by and remove the drugs from the unit, Plaintiff
13 became concerned that this individual had access to unit #705
14 where Plaintiff worked regularly as a cohost. William also
15 stated he had a buddy who stopped in the apartment to pick up
16 the mail. Since William had someone else involved in the
17 transportation of William's drugs, this made Plaintiff feel
18 unsafe as this individual could be a drug dealer, someone who
19 used the drugs received by William and/or someone involved in
20 William and Roxanne's drug distribution network and Plaintiff
21 also became concerned for any Airbnb guests in unit #705.

22 64. Plaintiff left the entire contents of the USPS
23 priority mail box which included William's drugs at William and
24 Roxanne's condominium unit #705 on June 6th 2017 and Plaintiff
25 left the premises. As a result, the incidents Plaintiff endured
26 as an Airbnb cohost for William in June 2017 and thereafter have
27

1 derailed Plaintiff's life and Plaintiff is emotionally and
2 psychologically traumatized.

3 65. Plaintiff contacted Airbnb multiple times to inform
4 Airbnb of the events that occurred in William and Roxanne's #705
5 regarding Plaintiff's discovery of drugs and William and
6 Roxanne's conduct and Airbnb took no appropriate action under
7 the circumstances. Veronica contacted the Los Angeles police
8 department and the Los Angeles police department became
9 immediately concerned and commended Plaintiff's actions and they
10 even stated they admire Plaintiff's decision to come forward and
11 wish more people would do as she did. (See Exhibit 4)

12 66. Based upon information and belief William and Roxanne
13 became aware that Plaintiff had contacted Airbnb and the Los
14 Angeles police to inform AIRBNB and the Los Angeles police
15 department about the delivery of drugs Plaintiff discovered on
16 June 6, 2017 in Unit #705.

17 67. William stated to AIRBNB on June 17th, 2017 that
18 Plaintiff is paranoid to the point of refusing to be alone in
19 the apartment with any male, especially Hispanics and other non-
20 whites because Plaintiff refused to meet William's friend Inner
21 alone in the condominium unit #705 so Inner could remove the
22 contents of the drug delivery. William claimed Plaintiff's
23 refusal to meet Inner was definitely not consistent with
24 AIRBNB's discrimination policy
25 <https://www.airbnb.com/help/article/1405/airbnbs->
26
27

1 nondiscrimination-policy--our-commitment-to-inclusion-and-
2 respect, which William stated he was thrilled to sign. (Exhibit
3 5-2)

4 68. William did not realize perhaps that Plaintiff refused
5 to meet Inner alone in William's Unit #705 because Plaintiff was
6 not comfortable being alone in an apartment with William's drug
7 courier and Plaintiff was also not interested in being involved
8 in any drug related activities in violation of various Federal
9 and state criminal statutes and for various other reasons.

10 69. William further stated to Airbnb on June 17th 2017 that
11 he was Vice President for a publicly traded company and a former
12 startup CEO who has always admired Airbnb. William also stated
13 to Airbnb on June 17, 2017 that he doesn't fit the profile of
14 any sort of drug dealer, smuggler, etc. and that he doesn't need
15 the money. William also stated to Airbnb on June 17th 2017 "I'm
16 running the risk of being extremely gauche here, but there are
17 very serious matters on the line..., I [William Hendricks] make
18 around \$350K a year and own 9 properties (only 1 STR
19 regrettably)." (See Exhibit 5-1).

20 70. William further stated to Airbnb on June 17th 2017
21 "What motivation would I [William Hendricks] have to run a drug
22 smuggling ring? Are drug smuggling rings even real outside of
23 the movies?" (See Exhibit 5-1).

24 71. William further stated to AIRBNB on June 17th 2017 that
25 William and his wife were in Iowa, and William falsely stated
26 that Victoria [Plaintiff] is the only person in the unit
27 regularly enough to run a drug smuggling ring although William's

1 name was on the USPS delivery (See Exhibit 1) and despite the
2 fact he admitted the drugs were his and that he would have his
3 friend Inner remove them from Unit #705. (See Exhibit 5-1).

4 72. William further stated to AIRBNB on June 17th 2017 that
5 his former property manager, Rommy, would attest to William's
6 character as Rommy managed the unit for William and Roxanne for
7 6 months and they never had any issues and William further
8 stated to Airbnb on June 17th 2017 that Rommy's father, is a
9 huge real estate developer in downtown LA. (See Exhibit 5-2).

10 73. William further stated to Airbnb on June 17th 2017
11 "Drugs never came up in my [William's] conversation with her
12 [Plaintiff] yesterday. She [Plaintiff] sent me a picture of some
13 pills, as I'm sure she [Plaintiff] sent you, too, it looked like
14 a handful at most that came in the mail. I [William] don't know
15 if that picture is real or photo-shopped. If it's real I
16 [William] don't know what those pills are supposed to be. They
17 better be worth about \$1,000 each to make this headache worth it
18 - again, I [William] have thousands of dollars of booked and
19 potential reservations be canceled on me [William]. What is my
20 [William's] incentive supposed to be here and how much are those
21 pill supposed to be worth? Just for the sake of argument, let's
22 say the picture is real, without commenting on what the pills
23 might be. She [Plaintiff] opened my [William's] mail without my
24 permission. That is a federal felony. I [William] asked her
25 [Plaintiff] to check the mailbox and send me pics of the
26 envelopes, not open my private correspondence. If you take it
27 one step further and say they are a controlled substance, is

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 that small amount in the picture enough to "smuggle" and make
2 money? I [William] don't know enough about drug smuggling to
3 comment, but it seems unlikely, unless they're made of solid
4 gold..." (See Exhibit 5-3). William further stated to AIRBNB on
5 June 17th 2017 that William's first priority is getting my unit
6 re-listed and servicing his and AIRBNB's joint customers. (See
7 Exhibit 5-3).

8 74. Based upon information and belief, after AIRBNB
9 discussed the statements made by William listed in paragraphs 67
10 up to and including paragraph 73 above and various other
11 statements and after AIRBNB's employees spoke to William, Airbnb
12 disabled Plaintiff's profile and Airbnb cancelled all of
13 Plaintiff's upcoming reservations in an amount to be proven at
14 trial which Plaintiff had with Airbnb in the coming weeks and
15 months for Plaintiff's apartment in Los Angeles and Nevada and
16 Airbnb has refused to reimburse Plaintiff for the lost revenue
17 for the reservations that were cancelled and Plaintiff has been
18 damaged in an amount to be proven at trial.

19 75. Plaintiff was an Airbnb host as well as an Airbnb
20 cohost when Airbnb disabled Plaintiff's profile in June 2017.

21 76. Since on or about June 19th 2017, Airbnb has refused
22 to reactivate Plaintiff's Superhost profile which contained
23 numerous positive reviews enabling Plaintiff to rent her Las
24 Vegas and Los Angeles property and work as a cohost for AIRBNB
25 Hosts. When Airbnb disabled Plaintiff's profile, Plaintiff was
26 in discussions with multiple Airbnb hosts so Plaintiff could
27 work as a cohost for these Airbnb hosts. As a result of Airbnb

1 disabling Plaintiff's profile and preventing Plaintiff from
2 working with these additional Airbnb hosts as a cohost,
3 Plaintiff has been damaged in an amount to be proven at trial.

4 77. Based upon information and belief, after Airbnb and
5 its employees discussed the statements made by William listed in
6 paragraphs 67 up to and including paragraph 73 above as well as
7 other statements made by William, and after Airbnb spoke to
8 William on the phone, Airbnb decided to reactivate William's
9 profile and Airbnb granted William his "Superhost" status again
10 and Airbnb and William have been servicing their joint customers
11 ever since.

12 78. Although Airbnb did not respond to Plaintiff's
13 concerns, the Los Angeles police department have commended
14 Plaintiff's actions. On June 24th, 2017 the Honorable Officer
15 Rudy Gonzalez of the Los Angeles Police Department also took the
16 time to email AIRBNB in an attempt to get Plaintiff's Airbnb
17 account re-activated. Officer Rudy Gonzalez even stated that he
18 admired Plaintiff's decision to come forward and he wished more
19 people would do as Plaintiff did and he said he would assist in
20 any way; however, based upon information and belief Airbnb
21 ignored Officer Rudy Gonzalez's statements and instead followed
22 William's recommendations on how to handle Plaintiff's Airbnb
23 account. See Exhibit 4 for Rudy Gonzalez's email to Airbnb.

24 79. Defendants Airbnb owed a duty to use reasonable care in
25 their conduct with regard to the health, safety, and rights of
26 Plaintiff. It was foreseeable and probable that Plaintiff would
27 suffer severe emotional distress from Defendants' conduct if

1 Plaintiff worked as an Airbnb cohost for Airbnb Superhost
2 William and Roxanne. Defendants were negligent by breaching the
3 duty of care they owed to Plaintiff because Defendants Airbnb
4 exposed Plaintiff to a working environment that contained drugs
5 and individuals whom transport drugs.

6 80. Defendants Airbnb owed a duty to use reasonable care in
7 their conduct with regard to the health, safety, and rights of
8 Plaintiff. It was foreseeable and probable that Plaintiff would
9 suffer severe emotional distress from Defendants' conduct if
10 Plaintiff was forced to continue to work as an Airbnb cohost for
11 A Superhost William and Roxanne after Plaintiff stated to Airbnb
12 Plaintiff wanted to quit and complained to AIRBNB about the drug
13 shipment Plaintiff discovered on June 6, 2017. Defendants were
14 negligent by breaching the duty of care they owed to Plaintiff
15 because Defendants Airbnb had now continuously exposed Plaintiff
16 to a working environment on and after June 6, 2017 that
17 contained drugs and individuals whom traffic drugs.

18 81. Plaintiff suffered severe emotional distress and had
19 to check into a hospital emergency room and is receiving ongoing
20 medical treatment for this emotional distress as a result of
21 what occurred during Plaintiffs work as an Airbnb cohost for
22 William as aforesaid.

23 82. Defendants Airbnb were a substantial factor in causing
24 Plaintiff's severe emotional distress. As a direct and proximate
25 cause of the tortious, unlawful, and wrongful acts of Airbnb as
26
27

1 aforesaid, Plaintiff has suffered past and future special
2 damages and past and future general damages in an amount
3 according to proof at trial.

4 83. Plaintiff has been damaged emotionally and financially,
5 including but not limited to emotional suffering from emotional
6 distress and ridicule, as well as loss of income. As a direct
7 and proximate result of Defendants conduct, Veronica has
8 suffered and continues to suffer shock, anger, mental anguish,
9 frustration, humiliation and emotional distress.

10 84. Based upon information and belief, in engaging in the
11 conduct as hereinabove alleged, Airbnb acted with malice, fraud,
12 and oppression and/or in conscious disregard of Plaintiff's
13 health, rights, and well-being, and intended to subject
14 Plaintiff to unjust hardship, thereby warranting an assessment
15 of punitive damages and exemplary damages in an amount
16 sufficient to punish Airbnb and deter others from engaging in
17 similar conduct.

18 85. Plaintiff is deeply scared and angry about the fact
19 that her profile was disabled by Airbnb as a result of her
20 decision to contact the Los Angeles Police Department and also
21 as a result of her complaining to Airbnb about William and as a
22 result of the conduct of Airbnb.

23 86. Plaintiff remains very much concerned to this day about
24 her personal safety when staying in a property not her own, and
25 this concern has negatively impacted her level of enjoyment in
26 travel-related activities.

1 **FIRST CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(Against Defendants AIRBNB)**

4 87. Paragraphs 1 through 86 are realleged as though fully
5 set forth herein.

6 88. Defendant Airbnb created a business enterprise whereby
7 they lease, offer to lease, place for rent, solicit listings of
8 places for rent, solicit prospective tenants, solicit their own
9 hosts to work with other hosts as cohosts and/or collect rent
10 from real property in exchange for financial remuneration.

11 89. Airbnb's business enterprise depends upon bringing two
12 or more parties together for the purpose of leasing a particular
13 piece of property including efforts by Airbnb to bring two or
14 more Airbnb hosts together for the purpose of cohosting a
15 particular piece of property.

16 90. These affirmative acts by Airbnb of bringing lessors,
17 Airbnb Hosts and Airbnb co-hosts and lessees of real property
18 together through its Internet portal places upon Airbnb an
19 obligation of ordinary care.

20 91. In failing to engage in little, if any, investigation
21 of lessors before allowing lessors to post their property on the
22 Internet portal, Airbnb created and continues to create a
23 foreseeable risk of harm to parties such as this Plaintiff who
24 relied upon Airbnb's assertion that it has created "a trusted
25 community marketplace for people to list, discover, and book
26 unique accommodations around the world."

27
PLAINTIFF'S COMPLAINT FOR DAMAGES

1 92. In this instance, Airbnb, upon information and belief,
2 conducted no background investigation of lessors and AIRBNB
3 hosts William and Roxanne, nor did the Defendants engage in any
4 reasonable evaluation of these Lessors and Airbnb hosts William
5 and Roxanne prior to posting their property upon the Internet
6 portal, nor did Airbnb have reasonable policies and procedures
7 in place in order to protect Airbnb cohosts who would give
8 consideration to assisting with the management of the rental of
9 William's property.

10 93. Such failure created a foreseeable risk of harm from
11 the lessors and Airbnb hosts William and Roxanne for this
12 Plaintiff, and, in fact, Plaintiff was subjected to a hostile,
13 unsafe, intimidating, and humiliating environment during the
14 time Plaintiff worked on the property in Unit #705.

15 94. AIRBNB breached its obligation of ordinary care for
16 these delineated reasons.

17 95. As a direct and proximate result of Airbnb's
18 misfeasance, Plaintiff has suffered special damages to be proven
19 at the time of trial.

20 96. As a direct and proximate result of Airbnb's
21 misfeasance, Plaintiff has suffered general damages, including,
22 but not limited to, humiliation, shock, embarrassment,
23 intimidation, physical distress and injury, fear, stress, and
24 other damages to be proven at the time of trial.

25 97. Plaintiff, upon information and belief, alleges that
26 Airbnb committed the acts delineated herein maliciously and
27 oppressively in conscious disregard for Plaintiff's rights.

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 Accordingly, Plaintiff is entitled to recover punitive damages
2 in an amount according to proof.

3 98. Airbnb created a business enterprise whereby they
4 lease, offer to lease, place for rent, solicit listings of places
5 for rent, introduce Airbnb hosts to other Airbnb cohosts, solicit
6 prospective tenants and/or collect rent from real property in
7 exchange for financial remuneration.

8 99. Airbnb held out and continues to hold out to the
9 public, Airbnb hosts and Airbnb cohosts that it is a "trusted
10 community" to attract the public to its website. Airbnb created
11 an appearance that its lessors are safer and more reliable by
12 issuing "Superhost" badge, allowing some lessors to have the
13 green check mark with the word "Verified" right next to their
14 names, offering free professional photography services to
15 lessors' real estate property to make it look professionally
16 managed and maintained, using words including but not limited to
17 "trust," "safety," "home," "trusted community" repeatedly on its
18 website to create a false sense of security.

19 100. As a real estate broker, Airbnb also owes a statutory
20 and common-law duty to conduct a reasonably competent and
21 diligent inspection of the real estate property and to disclose
22 to prospective lessees and cohosts all facts materially
23 affecting the desirability of the property that an investigation
24 would reveal.

25 101. Airbnb breached the duty by its failure to investigate
26 William, knowing that Plaintiff, was going to work as a cohost
27 at William's unit #705. Airbnb also breached the duty by its

1 failure to investigate William after what transpired on June 6th,
2 2017 as aforesaid, knowing that Plaintiff, was going to have to
3 continue to work as a cohost for William in unit #705.

4 102. In addition, despite engaging in the activities
5 delineated within the California Business and Professions Code
6 Section 10131, Airbnb does not hold a broker's license pursuant
7 to Section 10130 of the California Business and Professions
8 Code.

9 103. The purpose of the statute is to protect the public
10 from incompetent and untrustworthy individuals engaging in the
11 enumerated activities within the real estate field.

12 104. Plaintiff falls within the class of people sought to
13 be protected by the statute.

14 105. Plaintiff suffered physical and psychological
15 injuries.

16 106. Defendants' breach is a substantial factor in causing
17 Plaintiff's injuries.

18 107. Airbnb held out and continues to hold out to the
19 public, Airbnb hosts and Airbnb cohosts as "a trusted and used
20 words including but not limited "trust," "safety," community"
21 repeatedly on its website to create a false sense of security to
22 describe its real estate service. Airbnb also issued and
23 continues to issue "Superhost" badges and green check marks with
24 the word "Verified" right next to its lessors and other features
25 on its website to create a false sense of security.

1 108. The purpose of these features on the website was to
2 induce any person who reads it to feel safe to serve as an
3 Airbnb cohost and lease real estate property from Airbnb.

4 109. Plaintiff believed and relied upon the representations
5 made by Airbnb on Airbnb's website.

6 110. In reliance upon the false and/or misleading
7 representations made by Airbnb, Plaintiff accepted an offer from
8 William and Roxanne to work as an Airbnb cohost.

9 110. Plaintiff suffered physical and psychological
10 injuries.

11 111. Airbnb's false and/or misleading advertisement is a
12 substantial factor in causing Plaintiffs injuries.

13 112. Airbnb leased, offered to lease, placed for rent,
14 solicited listings of places for rent, solicited AIRBNB cohosts
15 to work for other Airbnb hosts, solicited prospective tenants
16 and/or collected rent from real property, thereby falling within
17 the definition of a real estate broker within §10131 of the
18 California Business and Professions Code.

19 113. Real estate brokers must be licensed in the State of
20 California pursuant to § 10130 of the California Business and
21 Professions Code.

22 114. The purpose of these statutes, i.e., the statutes
23 requiring those falling within the definition of a broker to
24 hold a broker's license, is to protect the public from
25 incompetent and untrustworthy individuals engaging in the
26 enumerated activities within the real estate field.

1 115. Plaintiff falls within the class of people sought to
2 be protected by these aforementioned statutes.

3 116. Despite engaging in the activities delineated within §
4 10131 of the California Business and Professions Code, Airbnb
5 does not hold a broker's license pursuant to § 10130 of the
6 California Business and Professions Code.

7 117. In fact, Airbnb's unlicensed actions are prohibited
8 under § 10130 of the California Business and Professions Code.

9 118. In failing to engage in little, if any, investigation
10 of lessors before allowing lessors to post their property on the
11 Internet portal and allow William Hendricks to solicit other
12 AIRBNB Hosts to work as a cohost, Airbnb created and continues
13 to create a foreseeable risk of harm to parties such as this
14 Plaintiff who rely upon Airbnb's assertion that it has created
15 "a trusted community marketplace" to work as a cohost.

16 119. In this instance, Airbnb, upon information and belief,
17 conducted no background investigation of the Lessors and Airbnb
18 hosts William and Roxanne, nor did the Defendant engage in any
19 reasonable evaluation of William and Roxanne prior to posting
20 their property upon the Internet portal, nor did Airbnb
21 investigate William and Roxanne after Plaintiff's complaints
22 about William and Roxanne and their property as aforesaid, nor
23 did Airbnb have reasonable policies and procedures in place in
24 order to protect cohosts or those who would give consideration
25 to the rental of William and Roxanne's property and any guests
26 who would stay at the property.

1 120. Such failure created a foreseeable risk of harm from
2 lessors William and Roxanne for this Plaintiff, and, in fact,
3 Plaintiff was subjected to a hostile, intimidating, and
4 humiliating environment during her work as a cohost at unit 705.

5 121. Such unscrupulous conduct lies at the heart of
6 protecting the public from unlicensed individuals and/or
7 companies carrying on activities that fall within the role of a
8 licensed broker.

9 122. As a direct and proximate result of Airbnb's failure
10 to adhere to state licensing requirements, Plaintiff has
11 suffered special damages to be proven at the time of trial.

12 123. As a direct and proximate result of Airbnb's failure
13 to adhere to state licensing requirements, Plaintiff has
14 suffered general damages, including, but not limited to,
15 humiliation, shock, embarrassment, intimidation, physical
16 distress and injury, fear, stress, and other damages to be
17 proven at the time of trial.

18 123. Plaintiff, upon information and belief, alleges that
19 Airbnb committed the acts delineated herein maliciously and
20 oppressively in conscious disregard for Plaintiff's rights.
21 Accordingly, Plaintiff is entitled to recover punitive damages
22 in an amount according to proof.

23 124. As a direct and proximate result of Airbnb's failure
24 to adhere to state licensing requirements, Plaintiff has
25 suffered special damages to be proven at the time of trial.

26 125. As a direct and proximate result of Airbnb's failure
27 to adhere to state licensing requirements, Plaintiff has

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 suffered general damages, including, but not limited to,
2 humiliation, shock, embarrassment, intimidation, physical
3 distress and injury, fear, stress, and other damages to be
4 proven at the time of trial.

5 126. Plaintiff, upon information and belief, alleges that
6 Airbnb committed the acts delineated herein maliciously and
7 oppressively in conscious disregard for Plaintiff's rights.
8 Accordingly, Plaintiff is entitled to recover punitive damages
9 in an amount according to proof.

10 **SECOND CAUSE OF ACTION**

11 **VIOLATIONS OF CONSUMERS LEGAL REMEDIES ACT**

12 **CIVIL CODE 1750, ET SEQ.**

13 **(Against Defendants AIRBNB)**

14 127. Plaintiff refers to paragraph 1 - 126 above and
15 incorporates them into this cause of action as though fully set
16 forth herein.

17 128. Airbnb also includes unconscionable provisions in its
18 terms of service in a contract with its users including
19 Plaintiff. Airbnb also includes unconscionable provisions in its
20 cohost terms of service in a contract with its users including
21 Plaintiff.

22 129. Airbnb violated Consumers Legal Remedies Act by (1)
23 making false and misleading representations of the quality of
24 the services that it provides, (2) making advertisement that is
25 misleading or likely to deceive a reasonable consumer, host and
26 cohost, (3) engaging in unlawful practice of engaging in the
27 business of, act in the capacity of, advertise as, or assume to

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 act as a real estate broker or a real estate salesperson without
2 first obtaining a real estate license, in violation of Section
3 10130 of the California Business and Professions Code; and (4)
4 including unconscionable provisions in its contract with its
5 users and cohosts.

6 130. Plaintiff has relied on the misrepresentation and
7 false and misleading advertisement.

8 131. Plaintiff has suffered damage as a result of the
9 unlawful and deceptive practice.

10 **THIRD CAUSE OF ACTION**

11 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

12 **(Against Defendants AIRENB)**

13 132. Plaintiffs refer to paragraph 1 - 131 above and
14 incorporate them into this cause of action as though fully set
15 forth herein.

16 133. Defendants exposing Plaintiff to William's drug
17 shipment activities in #705 is outrageous—it is so extreme that
18 it goes beyond all possible bounds of decency.

19 134. Defendants terminating Plaintiff's Super Host account
20 as a result of Defendants own actions and at the recommendation
21 of William is outrageous—it is so extreme that it goes beyond
22 all possible bounds of decency.

23 135. The deactivation of Plaintiffs Superhost profile
24 demonstrates an intention to cause or a reckless disregard of
25 the probability of causing emotional distress to this Plaintiff.

26 136. Defendants exposing Plaintiff to William's drug
27 shipment activities in #705 demonstrates an intention to cause

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 or a reckless disregard of the probability of causing emotional
2 distress to this Plaintiff.

3 137. Defendants Airbnb intended or acted with reckless
4 disregard of the probability that Plaintiff would suffer
5 emotional distress.

6 138. Plaintiff has suffered severe psychological and
7 emotional distress.

8 139. Airbnb's conduct was a substantial factor in causing
9 Plaintiffs severe emotional distress.

10 140. As a proximate and direct result of Airbnb's conduct,
11 Plaintiff has suffered special damages to be proven at the time
12 of trial.

13 141. As a proximate and direct result of Airbnb's conduct,
14 Plaintiff has suffered general damages, including, but not
15 limited to, humiliation, shock, embarrassment, intimidation,
16 physical distress and injury, fear, stress, and other damages to
17 be proven at the time of trial.

18 142. Plaintiff, upon information and belief, alleges that
19 Airbnb committed the acts delineated herein maliciously and
20 oppressively in conscious disregard for Plaintiff's rights.
21 Accordingly, Plaintiff is entitled to recover punitive damages
22 in an amount according to proof.

23 **FOURTH CAUSE OF ACTION**

24 **BREACH OF FIDUCIARY DUTY**

25 **(Against Defendants AIRBNB)**

26 143. Plaintiff refers to paragraph 1-142 above and incorporates
27 them into this cause of action as though fully set forth herein.

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 144. Airbnb created a business enterprise whereby they
2 lease, offer to lease, place for rent, solicit listings of
3 places for rent, solicit prospective tenants, introduce Airbnb
4 hosts and Airbnb cohosts to one another and/or collect rent from
5 real property in exchange for financial remuneration.

6 145. In doing so, Airbnb acted as a real estate broker for
7 Plaintiff.

8 146. Airbnb owes a statutory and common law fiduciary duty:
9 the highest good faith and undivided service and loyalty to
10 Plaintiff relating to fostering Plaintiff's status as an Airbnb
11 Host and relating to fostering the cohost relationship between
12 Plaintiff and any Airbnb host who employed Plaintiff as a
13 cohost.

14 147. Airbnb breached this fiduciary duty by failing to
15 protect Plaintiff from William's actions, subjecting Plaintiff
16 to an unreasonable risk of fear from being exposed to drugs;
17 failing to disclose that Plaintiff would be exposed to William's
18 actions and drugs in a property listed on Airbnb; by
19 misrepresenting to Plaintiff a false sense of security by
20 creating an appearance that William's rental property #705 was a
21 safer and more reliable option because he was a "Superhost" and
22 was "Verified" by Airbnb and that Airbnb was a "a trusted
23 community." Plaintiff relied on the false representations in
24 accepting an offer to work as a cohost for William.

25 148. Plaintiff has suffered emotional and psychological
26 damages.

27
PLAINTIFF'S COMPLAINT FOR DAMAGES

1 149. Defendants Airbnb's conduct was a substantial factor
2 in causing Plaintiff's harm.

3 **PRAYER**

4 WHEREFORE, Plaintiff prays for judgment against Defendants,
5 each of them, as follows:

- 6 1. For general and noneconomic damages according to
7 proof;
8 2. For special and economic damages according to proof;
9 3. For punitive damages according to proof;
10 4. For costs of suit;
11 5. For restitution;
12 6. For attorneys' fees as allowed by law;
13 7. Pre-judgment interest; and
14 9. For such further relief as the Court deems just and
15 proper.

16 **JURY TRIAL DEMAND**

17 **Plaintiff hereby demands a trial by jury.**

18 Dated: January 3, 2018

19 Respectfully submitted,
20 Michael Mogan (304107)
21 LAW OFFICE OF MICHAEL MOGAN P.C.
22 4470 West Sunset Blvd, #90256
23 Los Angeles, CA 90027
24 Telephone: (949) 612-1868
25 mm@michaelmogan.com

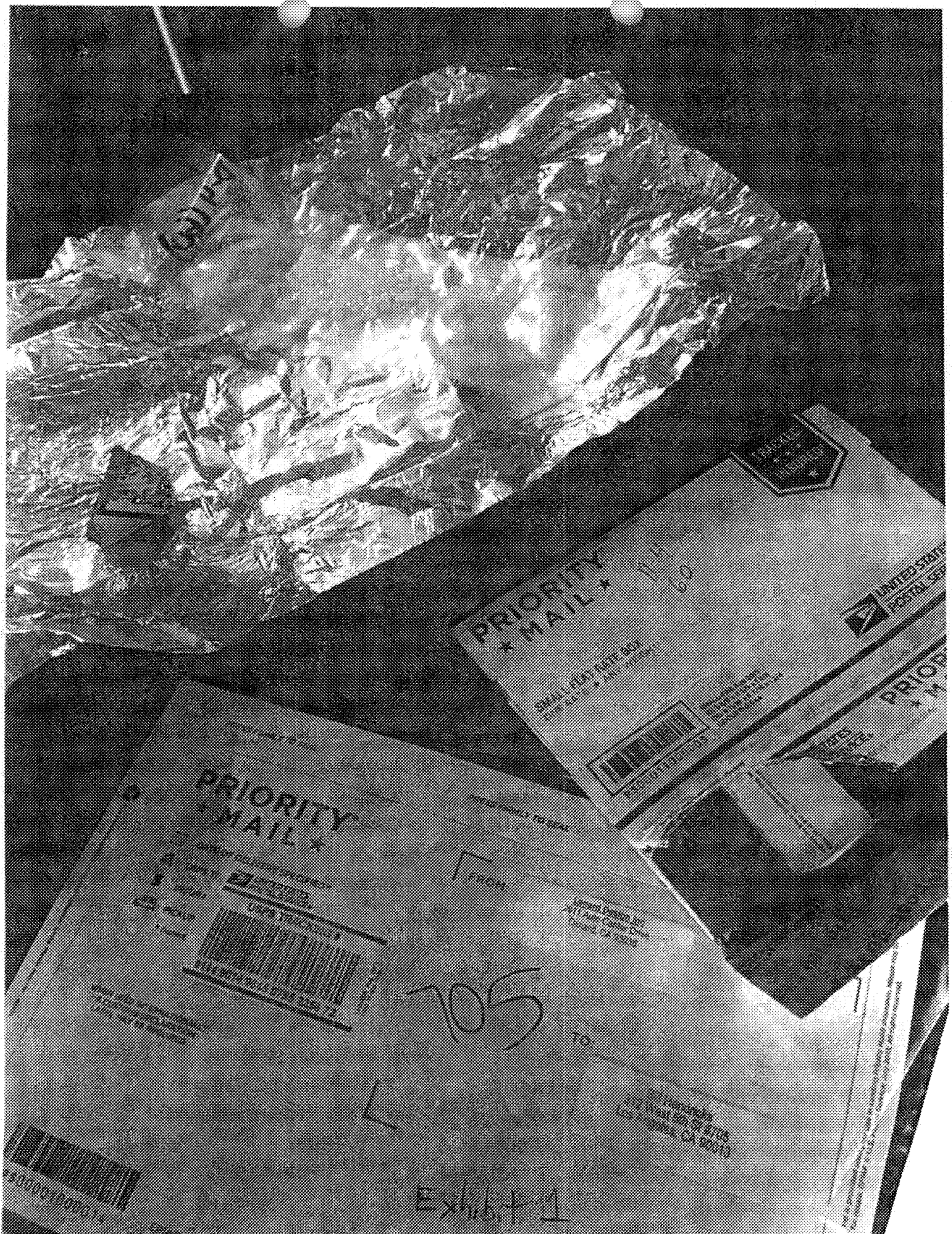
26 By: 
27 Michael Mogan

Attorney for Plaintiff
VERONICA MCCLUSKEY

PLAINTIFF'S COMPLAINT FOR DAMAGES

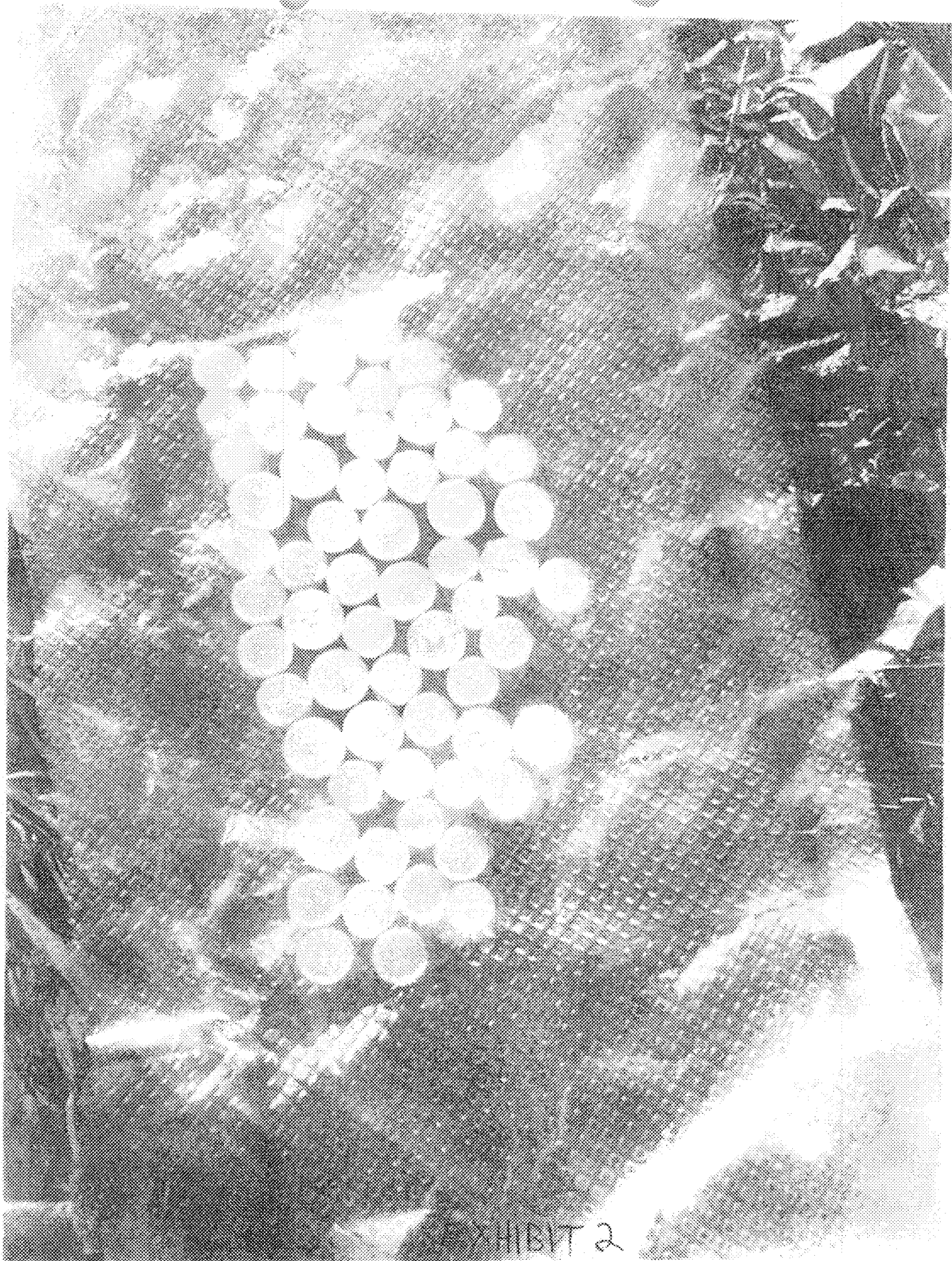
EXHIBIT

1



EXHIBIT

2



EXHIBIT

3

Always google voice

~~REDACTED~~-2782:

Roger on google voice

The only diff between a "primary" and "cohost" is who's phone number is in the listing. I'm not asking for additional work, just making it easier on everyone. We can chat later, have a meeting in 5 min

Veronica McCluskey:

I have 3 properties to check in today in 3 hours so today's too busy. I'd like to keep it as co host like my others thanks :)

~~REDACTED~~-2782:

OK. Do you mind if I change my phone number to your google voice number? I'm still getting contacted by guests frequently because I'm the host

IMG_6661.PNG.png

Have you checked the mail recently? There's one piece of non junk i was hoping to receive while we were there. Thanks!

Veronica McCluskey:

The white envelope is hidden in the linen closet. You'll have to get someone to send it for you. I opened it by accident as I thought it was the USB. I don't feel comfortable sending drugs in the mail with my name attached :(sorry. I could get deported for being associated with any time of pain pills if they are not administrated for me.

IMG_4798.JPG

~~REDACTED~~-2782:

I can understand that! That's not what I was asking about, although I do enjoy pain pills

Sorry about that

Was actually looking for my medical marijuana card. From Dr. Bob Blake

No need to apologize, that's my bad!

I'll have my friend Inmer meet you one day to grab that

Veronica McCluskey:

I spoke to my dad about it and even being in possession of something like that could get my deported instantly :(just not wanting to be apart of any of that whatsoever

I was wondering how to bring it up with you

~~REDACTED~~-2782:

Yeah that's not cool

Exhibit 3-1

Veronica McCluskey:

Not really a comfortable thing to bring up

Hahah thought maybe you guys were smuggling drugs lol

And using Airbnb as a front

[REDACTED]-2782:

Lol

I wish ;)

Just a bad habit

Let me see if my friend Inner can meet you tomorrow while your cleaning if that's OK? He's a super nice guy, but I know you are a private person. He has nothing to do with those, but will get them out of there

Actually

Let's just get him a code

That way you don't have to be involved. Set a door code for him tomorrow?

Veronica McCluskey:

It'll stay at 1974 :)

I'll change Monday to 1975

Thank you for understanding

Just don't wanna be involved with that kinda stuff

[REDACTED]-2782:

No worries at all. Sorry again!

It's in the wooden closet (vs mirrored) ?

Veronica McCluskey:

Yes

Wooden

[REDACTED]-2782:

Thanks. I'll coordinate with you when my friend can swing by so you don't have to be there if you don't want to be

Veronica McCluskey:

Yeah I don't want any part in it thanks.

Exhibit 3-2

+ [REDACTED]-2782:



Very embarrassing. Needless to say, it won't happen again!

My friend is available to come by in a bit

When will you be there (so he can NOT come then) ?

Veronica McCluskey:

I'm going to clean tomorrow.

So I won't be there today.

+ [REDACTED]-2782:

Perfect

1974?

Veronica McCluskey:

Yes :)

+ [REDACTED]-2782:

All set

He's still there but it'll leave with him

Veronica McCluskey:

Great

+ [REDACTED]-2782:

He's out now FYI

Unrelated :-)... any luck with the airbnb photog? I'm anxious to show off the new wares

Veronica McCluskey:

I already explained to Roxanne all that :)

I've reached my limit of 3, I reached out etc etc

There needs to be better communication I can't be repeating the same thing twice

I spoke to her in detail about pics

Exhibit 3-3

EXHIBIT

4

From: Rudy Gonzalez <[REDACTED]>
Date: June 24, 2017 at 9:43:21 AM PDT
To: "LEOinfo@airbnb.com" <LEOinfo@airbnb.com>
Subject: Veronica McCluskey

To whom it may concern,

Good morning. My name is Officer Rudy Gonzalez with the Los Angeles Police Department.

It was brought to my attention that you needed some information from me regarding a former employee of yours: Veronica McCluskey.

Miss McCluskey advised me that she has found herself in a difficult situation with your company. She advised me that your company is requesting a report number to support her claims and clear her name of making false accusations and also to have her funds processed.

I will be happy to assist in any way I can.

I received information from a Narcotics Officer regarding information received from Miss McCluskey. That officer advised me on 6/19/2017

The information was given to me because I work an investigative unit. I then called Miss McCluskey regarding her contact with my Department.

Miss McCluskey was very sincere and genuinely concerned with what she observed and felt morally obligated to contact the Police. I admire her decision to come forward and wish more people would do as she did.

Miss McCluskey also advised me that your company wanted a report number as proof. Unfortunately, because she did not call 911, an incident number was not assigned. When I receive information from a concerned citizen, it is just that... information and no report or incident numbers are assigned at that point.

If you wish to speak to me further regarding this matter, please feel free to email me and provide me with a telephone number where I may contact you. I can assure you that Miss McCluskey only did what she felt in her heart was the right the right thing to do.

Thank you for your time and I look forward to speaking with you to resolve this issue and clear Miss McCluskey from this unfortunate situation.

Thank you

Los Angeles Police Department
Gang and Narcotics Division
Parcel Squad
Police Officer III
Rudy Gonzalez 37014

Exhibit 4

EXHIBIT

5

walk through it, and we
can address.



iMessage



Oddly, when she first became our host, she was quite amused because the Airbnb app made it appear as if 15% of all of our property's revenue was just paid to her (I'd be happy to share that message, too), gleefully stating, "I'm rich!" In that conversation, she noted that occasionally the app has glitches.

Early on, she asked if we had "stolen" a pool photo from our building from her profile, quipping, "you can get delisted from Airbnb for that." She said she had already accused someone of doing this with this pool photo. Well...we did not use her photo, and based on that conversation, I was surprised when I realized she had posted a photo of our condo on her Instagram page (without our consent).

There definitely seems to be a history of retaliation via accusations that cause delisting.

Many thanks,
-Roxanne Hendricks
~~XXXXXXXXXX~~

On Jun 17, 2017, at 9:12 PM, Bill Hendricks <~~XXXXXXXXXX~~> wrote:

Hi Karmella.

Thanks for taking the time to deal with this. I do hope we can resolve this expediently. The guest Andrew, who was going to check in tomorrow canceled and found another place. That's \$302 lost and counting. Lia, who wants to do a 40 day, \$4,500 booking is waiting patiently for us to be reactivated. If I lose the \$4,500 booking, it'll be a huge bummer.

Here's the additional information from my perspective. A lot of what I told you on the phone, but good to have it in writing. My wife and co-host, Roxanne, is cc'ed. She's way more put together than I am. Her only fault is being married to me for 12 years :)

First a bit of character defense and common sense on my part:

- I'm a 40 year old tech professional who's been in ZERO legal trouble in my life.
- I have a flawless track record with Airbnb as a host, although I did have a host accuse me of not using a coaster when I stayed at her place in Connecticut...
- In addition to the references and reviews, you'll see that - I'm Vice President for publicly traded company. I'm a former startup CEO, so I've always admired Airbnb :-). My LinkedIn profile - <https://www.linkedin.com/in/billhendricks/>. I have a few references in my profile. I can get several more if that helps. I, not trying to brag, I'm pointing out that: 1) I don't fit the profile any sort of drug dealer / smuggler, etc.. 2) I don't need the money
- I'm running the risk of being extremely gauche here, but there are very serious matters on the line... I make around \$350K a year and own 9 properties (only 1 STR regrettably). What motivation would I have to run a drug smuggling ring? Are drug smuggling rings even real outside of the movies? When I lived in California all I needed was medical marijuana card and I was set :-)
- Let's do a thought experiment... how exactly would I be running a drug smuggling ring thru the Airbnb in LA from my home in Cedar Rapids, Iowa? Are my guests mules or customers, buyers or sellers? Who is doing the dealing? My wife and I are in Iowa. Victoria is the only person in the unit regularly enough to do such a thing. This snark isn't aimed at you, it's to point out the absurdity of her claim... Her claim, btw, that she made only after she abandoned her post and quit during the middle of a stay over a different, imagined problem (that I was withholding her \$) making us all look

Exhibit 5-1

unprofessional, inc. Airbnb.

- My former property manager, Rommy Sjö, will attest to my character. Rommy managed the unit for us for ~ 6 months and we never had any issues. His father, by the way, is a huge real estate developer in downtown LA. All of the buildings that begin with "SB" like our "SB Grand", "SB Loft" and "SB Spring" were developed by Rommy's father, ~~Mr. Sjö~~.

Let's talk about her character for a moment before we get further into the facts. On the phone I informed you that she requested we text her only once a month or so. That simply isn't going to work for me - I'm entrusting a very expensive asset to someone I just met. Trust can be earned, but I'm not going to give anyone the keys to the car and not check in on them. We have one friend in L.A. we live in Iowa.

- She **says she been** de-listed at least once in a place she either hosted or co-hosted
- She **says she been** caught with a "Nest like" camera in a place she either hosted or co-hosted. **This is illegal in addition to highly inappropriate.** If this is true, I think she should be exiled from the Airbnb family for it alone.
- She does not use her real name on Airbnb, which violates your Terms of Service. I believe
- **She's bragged about her ability to get people de-listed, including us, as both a competitive and vindictive measure**
- She's paranoid to the point of refusing to be alone in the apartment with any male, especially Hispanics and other non-whites. Definitely not consistent with <https://www.airbnb.com/help/article/1405/airbnb-s-non-discrimination-policy--our-commitment-to-inclusion-and-respect>, which I was thrilled to sign.

OK, enough of that. Hopefully your systems can corroborate the first few points. I'm repeating what **she told us**, so if she's a pathological liar...

Here are the facts:

Veronica McCluskey (who goes by the fake name Victoria Whithall on Airbnb, contact info: ~~www.veroniamccluskey.com, (703) 222-1232, (603) 222-1232~~) started co-hosting for us on 5/20/17. She was co-hosting for us until the night of 6/16/17 (yesterday), when she abruptly quit (0 days notice, down from 30 days to 2 weeks as our lack of compatibility was becoming more evident. She quit in the middle of a guest's stay - Jeremy - she said she went over to the unit to drop off her keys with the guest (again not a good look for any of us). My wife and I scrambled today to find a cleaning service so today's guest has a good experience.

It's been clear for a little while we weren't very compatible, but she just started working for us on May 20th so we wanted to give her a chance to succeed. We wanted her to succeed - finding a good co-host is hard (no offense). Here are some of the reasons she was not working well for us:

1. She had a much lower standard of customer service than I'm accustomed to
2. A good example of this is the two guests in row tried to book the unit on 6/16, point # 6 below. She also refused to call customers when they were struggling with the lockbox, rather just said things like "I don't know what to tell you..." sometimes to guests that had just gotten off long international flights. She only gave guests the check in code (for the code to the deadbolt that she recommended and we purchased) the morning of their check-in, not the 1-2 days that is standard.
3. She told us we should only contact her approximately once per month and flew off the handle with a text storm when I asked her one question she and Roxanne had discussed previously
4. The exact scope of her duties was hard to nail down. She claimed to manage the listing but clearly hadn't read it because she was unaware of the lead time requirement. She said she would help with price (tweaking your smart pricing algo) but never did, and I believe (OK, non-fact alert) that part of the reason she was so upset yesterday was she wasn't happy at the price I'd set when it looked it was going to be empty.

Yesterday, Friday 6/16, things snowballed out of control:

5. **She accused me of stealing from her by turning off her co-hosting payments**, something that is a) demonstrably false, b) curious because she has been paid for every guest since she started on 5/19. **See attached screen shots for proof.** And again, what is my motivation? I live in Iowa and the unit is almost always booked. How does not paying her advance my cause? Rhetorical question obviously.

6. She was out of town Friday 6/16 while unit was available. Jeremy, despite not knowing how late "late checkin" would be, booked it at ~ 1 PM (so 26 hours before check in). She again tried to turn her

Exhibit 5-2

and James (2nd guest trying to book the unit) away multiple times saying "Would have to be a late check in unfortunately so not sure if you're ok with this" **without specifying a time.** Jeremy booked anyway and she still wouldn't commit to a time. Come to find out she was out of town, unable to perform her duties.

7. She quit with 0 days notice in the middle of a stay with a guest, dropping her keys off at the unit while the guest was staying in it - making us all look unprofessional

8. She tried to turn away 2 guests, Jeremy and James who both wanted to book the unit on 6/16 9. She accused me of stealing from her by withholding her co-host payments, which is demonstrably false - see first 2 screen shots attached. Somehow the setting for co-host payments got turned off (not by me as you can see in the activity log), but as you can see in the transaction history, she was still getting paid. Or if she wasn't, I had no way of knowing.

10. She then tried to extort me based on this misunderstanding / non-issue, saying she would not clean the unit or handle the check-in until I fixed an issue I didn't cause. See attached screen shots, the activity log, transaction log from your site and a text message conversation showing the extortion / negligence of duties

11. My wife then did some online research and saw the attached Instagram photo Veronica took from our unit, breaking the "No photo shoots" rule we've had in place from day 1.

Drugs never came up in my conversation with her yesterday. She sent me a picture of some pills, as I'm sure she sent you, too, it looked like a handful at most that came in the mail. I don't know if that picture is real or photo-shopped. If it's real I don't know what those pills are supposed to be. They better be worth about \$1,000 each to make this headache worth it - again, I have thousands of dollars of booked and potential reservations be canceled on me. What is my incentive supposed to be here and how much are those pill supposed to be worth?

Just for the sake of argument, let's say the picture is real, without commenting on what the pills might be. **She opened my mail without my permission. That is a federal felony.** I asked her to check the mailbox and send me pics of the envelopes, not open my private correspondence. If you take it one step further and say they are a controlled substance, is that small amount in the picture enough to "smuggle" and make money? I don't know enough about drug smuggling to comment, but it seems unlikely, unless they're made of solid gold, instead of let's say Ativan, which I have a legal prescription for.

Thanks for reading my novel! Obviously my first priority is getting my unit re-listed and servicing our joint customers. After that, I ask you to consider:

- Veronica should not be paid for Jeremy, the guest from 6/16 as she quit in the middle of his stay. In fact, I do not authorize another dime of my \$ to go to her. I assume removing her as co-host will accomplish this?

- Consider if you want her representing Airbnb's brand in the market. I certainly do not.

- To be compensated for all lost revenue, ideally from Veronica's co-hosting fees - this is not Airbnb's fault. So far that figure is \$302 (from Andrew who was to check in on 6/18 but had his reservation canceled) but will be grow every day this is unresolved I am sure.

Multiple supporting documents are attached. I have more, she picked the wrong person to slander. I assume you don't need me to retrieve info from your messaging app.

Best Regards,

Bill Hendricks

cc: Roxanne Hendricks

~~REDACTED~~

----- Original Message -----

From: response@airbnb.com

To: "Bill Hendricks" <~~REDACTED~~>

Sent: 6/17/2017 1:40:30 PM

Subject: Airbnb: Airbnb Trust and Safety



Airbnb Customer Experience

Exhibit 5-3

EXHIBIT

6

Karmella, Jun 17, 13:40 CDT:

Hi Bill,

This is Karmella with Airbnb's Trust and Safety Team. We spoke on the phone.

First of all, thank you for taking the time to speak with me. Hearing from your perspective is helpful.

The safety of our community is our priority so we take reports like this seriously. I will be reaching out to you within the next 48 HOURS to inform you of the results of our investigation.

These situations are rare and we value people like you on our platform. So when these incidents occur we want you to know and feel our support.

If you have anything further to add or any concerns you would like to discuss, please let us know by responding directly to this email.

Kind regards,

Karmella

www.airbnb.com/help

THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE



THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.

For more information visit our [Help Center](#)

<Activity Log.png>

<Transaction History.png>

<Airbnb rule showing no photo shoots.png>

<Veronica doing a photo shoot in our apartment.png>

<Shared earnings SNAFU.eml>

<chat log.zip>

Exhibit 6

EXHIBIT

7

On Jun 17, 2017, at 1:20 AM, "response@airbnb.com" <response@airbnb.com> wrote:

airbnb

Alex, Jun 17, 03:19 CDT:

Hi Victoria,

My name is Alex, and I'm a specialist in the Airbnb's Trust & Safety team. Thank you for reporting this incident to us. My colleague from the same timezone as you will be reaching out to you soon to provide better timezone assistance. Meanwhile, please feel free to reach out to me for further inquiries and information.

First of all, please contact the local authorities if you feel your personal safety is threatened as they are best equipped on ground to assist you. Any information inquires from the law enforcement officer for your case can be directed to: LEOinfo@airbnb.com. This communication channel is reserved for legal inquiries from law enforcement agencies only.

Second, we have received the 3 screenshots of the offsite messages between you and Bill, as well as the 3 photos of the alleged drug and postage. We will definitely be investigating into this case. That said, please forward any more information you feel pertinent to this matter.

Lastly, it would be great if you could further provide detail to exactly when this occurred and during which reservation if there was one going on.

Thank you once again for reaching out to us for assistance. Please do not hesitate to call the local authorities for any immediate security threats. My colleague will be reaching out to you soon.

Best regards,

Alex

www.airbnb.com/help

THIS EMAIL IS A SERVICE FROM AIRBNB'S TRUST & SAFETY TEAM



THIS EMAIL IS A SERVICE FROM AIRBNB'S TRUST & SAFETY TEAM

[Help Center](#)

Exhibit 7

Email to File Order

MM

Michael Mogan <mm@michaelmogan



Reply all |

Yesterday, 11:47 PM

Email2File

Summons.pdf

121 KB

3 attachments (6 MB) Download all
Save all to OneDrive - One Legal, LLC

Action Items

Hi,

Please file the attached complaint, cover sheet and summons. I noticed on some complaints on the court's website included a Document Scanning Lead Sheet. Please complete this on my behalf if necessary.

Name: Michael Mogan - Law Office of Michael Mogan P.C.
One Legal customer number - 0111297

Email Address - mm@michaelmogan.com

Direct Telephone number - (310) 770-9856

Specific court branch-filing: Superior Court-County of San Francisco

How many documents you are filing and the page count of each - 3 documents: Complaint (44 pages), Summons (1 page) and Cover Sheet (1 page)

Fees required and amount due - \$450 filing fee (you can also charge me for \$39.95 email to file filing fee or whatever it is)

California only: Whether you would like us to deliver a courtesy copy in addition to placing your filing - No

Special instructions: Please email me when filed and also when accepted by court. Please also charge my bank account via ACH for the fees if possible.

Thank you

Michael Mogan
Law Office of Michael Mogan P.C.
4470 W Sunset Blvd #90256
Los Angeles, CA 90027
Office: (949) 612-1868
Fax: (949) 630-0477

1/5/2018



Mail - email2file@onelegal.com

